

Please read these terms and conditions carefully. Ai Design, Inc. reserves the right to revise these Terms and Conditions of Sale ("Terms") at any time. These Terms relate to contracts entered into by Ai Design, Inc. for the supply of goods ("**Products**") and/or services ("**Services**"). In these Terms, "Ai Design" refers to the company whose name is stated on the Estimate or Invoice, or which the Contracted Documents otherwise state is party to the Contract and "Buyer" means the company or individual to whom the Estimate or Invoice is addressed, or which the Contracted Documents otherwise state is party to the Contract.

Prices and Payment Terms:

Published prices don't include taxes, duties, brokerage or shipping costs, and they may be changed without notice. All payments must be made in U.S. Dollars.

The price for the Products or Services is stated in the estimate or invoice and is payable, at Seller's option (a) prior to Seller commencing Service, or (b) upon completion of Services. If Buyer does not make payment when due, (i) Seller shall have a lien on Buyer's vehicle and Seller shall not be required to return the same until all fees and invoices are paid by Buyer, and (ii) Buyer shall be liable for storage fees of \$35/day beginning two weeks after completion of all Services by Seller and continuing until all fees (including but not limited to storage fees, which shall be deemed included in the estimate/invoice charges) and invoices are paid and the vehicle is picked up by Buyer from storage. Said storage fees are also applicable in the event that Buyer makes payment in full for the Products/Services, but fails to pick the vehicle up from Seller and in such case, Seller's lien shall attach to the vehicle and the vehicle shall not be released by Seller until said storage fees are paid in full by Buyer.

Each Invoice for goods or services (the "Products" or "Services") from, and the performance of the same by Ai Design ("Seller") shall be subject to these Terms and Conditions of Sale (together, this "Agreement"). Each order shall be deemed accepted upon and subject to the terms and conditions contained in the Agreement.

Risk of Loss:

Title to the Products passes upon delivery to Buyer, and thereafter all risk of loss or damages are the responsibility of Buyer.

Time Not of the Essence:

Seller will endeavor to deliver the Products/Services by any agreed date or within any agreed period. These dates and periods, however, are only estimates given in good faith and, consequently, Seller will not be liable for any failure to deliver the Products/Services by such a date or within such a period. Time for delivery will not be of the essence.

Quotations:

Any written Estimate or Invoice issued by Ai Design ("Estimate" or "Invoice") is an offer by Ai Design to enter into a contract with the Buyer for the sale to the Buyer of the Products or Services identified in the Estimate.

Acceptance: The offer contained in an Estimate or Invoice shall be deemed to be accepted by the Buyer when the Buyer: (a) signs and returns to Ai Design a copy of the Estimate; (b) issue a purchase order to Ai Design (an "Order") for the purchase of the Products and/or Services identified in the Estimate of Invoice; (c) issues any formal written nomination or award document to Ai Design in respect of the Products and/or Services identified in the Estimate or Invoice; (d) accepts delivery or performance of any Products or Services; or (e) indicates in some other manner its acceptance of the Estimate or Invoice including via email.

Upon Acceptance, Buyer authorizes Ai Design to perform the work shown on the accepted Estimate or Invoice, to perform the work described to the vehicle described and/or any component parts of the vehicle, and further authorizes any additional work deemed necessary by Ai Design to be performed in order to complete the work authorized herein. Buyer hereby authorizes and grants you, your employees, and/or subcontractors permission to operate this vehicle on highways or elsewhere for the purpose of testing and/or inspection of the work performed or as may be needed in order to complete the work authorized. I agree that you are not responsible for any loss or damage to this vehicle or articles left in this vehicle in case of fire, theft, vandalism, or as a result of any other cause. Buyer hereby authorizes Ai Design to dispose of any and all parts removed from this vehicle at Ai Design's discretion, unless Buyer has instructed Ai Design in writing to do otherwise, to return all such parts to Buyer at the time of the completion of the work to be performed on this vehicle. Buyer hereby authorizes Ai Design to take pictures or videos of my vehicle for purposes of Ai Design's advertisement of its services and Buyer waives any compensation which may be due me as a result thereof.



Buyer acknowledges that Ai Design, its employees, and/or subcontractors are not responsible for delays in the completion of the work authorized herein which may be caused by the unavailability of needed parts or delays in part shipments by the manufacturer, supplier, or transporter. Buyer acknowledges that any equipment enhancement(s) or other modification(s) made to this vehicle by Ai Design (whether such enhancements or modification is aesthetic or performance based) may void any warranty issued by the vehicle's Original Equipment Manufacturer (OEM), and Buyer hereby waives and releases Ai Design from any and all liabilities associated with any determinantal effects to this vehicle which may be associated with the installation of any performance or aesthetic modification(s) or enhancements(s) to this vehicle and Buyer waives and releases Ai Design from any and all liabilities associated with the performance of such work on this vehicle. Buyer acknowledges that Ai Design has not made, nor have I relied upon, any representation that may have been made by any employee of Ai Design as to the performance results which may be achieved by any performance modification(s) or enhancement(s) made at your request. Buyer acknowledges that any authorized modification(s) made in a workmanlike manner to this vehicle may not be satisfactory to meet upon its completion and Buyer hereby waives and releases Ai Design from any liabilities which may result from any such authorized modification(s) to this vehicle.

Right to Correct, Reject or Cancel Orders:

We reserve the right to correct typographical errors and reject or cancel orders because applicable law prevents the sale of Products or Services in your area for any other reason.

Product Safety:

All Products designed and manufactured by Ai Design are capable of being used in a safe manner, but Ai Design cannot guarantee their safety in all circumstances. The Buyer must use, install, and integrate the Products in a safe manner in compliance with all Applicable Laws, general industry standards, and using reasonable care.

Third Party Claims:

The Buyer shall indemnify Ai Design from any third-party claims relating to the use, storage, sale, processing, or other disposition of the Products (or Vehicles into which the Products have been incorporated) if and to the extent that the act or omission of the Buyer or its Representatives results in any damage or injury to any third party person or property.

Background Intellectual Property Rights:

Ai Design remains the owner of any Intellectual Property Rights which it owns prior to the Contract being entered into or that arise, are obtained or are developed by Ai Design other than in the performance of the Contract. Nothing in any Contract shall operate to transfer any right, title, or interest in any such Intellectual Property Rights to the Buyer.

Foreground Intellectual Property Rights:

All Intellectual Property Rights which arise, are obtained, or are developed by either party during the course of the performance of the Contract shall vest in and be owned solely and absolutely by Ai Design. If, by operation of Applicable Law or otherwise, any such Intellectual Property Rights do not vest in Ai Design, the Buyer hereby assigns, all right, title and interest in and to such Intellectual Property Rights to Ai Design as soon as they are created and shall provide such assistance as Ai Design required to perfect its right, title and interest in such Intellectual Property Rights.

Limited License to use Intellectual Property Rights:

Ai Design hereby grants the Buyer a limited royalty-free, non-exclusive, license of all Intellectual Property Rights owned by Ai Design, for the following purposes only: (a) to use Products supplied by Ai Design; (b) to benefit from Services provided by Ai Design; (c) to incorporate Products supplied by Ai Design into Vehicles and to sell those Vehicles; (d) to repair and service (or have repaired or serviced) Vehicles incorporating Products supplied by Ai Design. The Buyer shall not sub-license, assign or otherwise transfer the rights granted in this clause.

Limitation of Liability:

AI DESIGN DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES IDENTIFIED IN THESE TERMS AND CONDITIONS OR THE SPECIFIC PRODUCT(S) LIMITED WARRANTY, IF ANY, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR ANY PRODUCT(S) NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF WINNINGS, EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OF SALE. AI DESIGN WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, DIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OR USE OF A PRODUCT(S), AI DESIGN IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE SPECIFIC PRODUCTS(S), REGARDLESS OF ANYTHING STATED IN THESE TERMS AND CONDITIONS OR THE SPECIFIC PRODUCT(S) WARRANTY TO THE CONTRARY, IF ANY, THE REMEDIES IDENTIFIED THEREIN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

Warranty:**Products:**

Ai Design warrants that all Products shall on delivery and throughout the duration of the Warranty Period: (a) conform in all material respects with the specification expressly set out or referred to in the Contract Documents; (b) be free from material defects in design, to the extent the design is furnished by Ai Design and not the Buyer; (c) be free from any material defects in materials and workmanship.

Services:

Ai Design warrants that all Services shall be performed: (a) in all material respects with the specification expressly set out or referred to in the Contract Documents; (b) with reasonable care and skill and in a workmanlike manner.

Warranty Periods:

Save as otherwise expressly set out in the Contract Documents, the "Warranty Period" means 12 months from date of final Invoice.

Warranty Exclusions:

Ai Design shall have no liability for the failure of any Product to comply with the Warranty as a consequence of any of the following occurring following delivery of that Product: (a) fair wear and tear; (b) the willful damage or negligence of any person other than Ai Design; (c) the improper handling, transportation or storage of that Product by anyone other than Ai Design or its Sub-Suppliers or Agents; (d) the exposure of that Product to corrosive substances or substances otherwise known to be likely to damage that Product; (e) the improper installation, commissioning, or assembly of that Product; (f) the improper use, operation or maintenance of that Product; (g) the use or operation of that Product in any Vehicle or for any purpose other than the Vehicle or purposes for which it was designed; (h) the modification, overhaul or repair of that Product by any person other than Ai Design; (i) the use of that Product for racing or competition; or (j) any accident, collision, combat damage, or act of God.

Except as expressly set out in the Contract Documents, the Buyer is responsible for ensuring that all Products and/or Services are suitable for the Buyer's intended needs (including their suitability for use in any Vehicle) and Ai Design gives no warranty, express or implied, in that regard.

Exclusion of Implied Terms:

The warranties contained in this section are the only warranties given in respect of the Products or Services and any warranties or other rights or assurances implied or imposed by any Applicable Law, or any course of dealing or conduct, are expressly excluded to the maximum extent permitted by Applicable Law.

Confidential Information:

In these Terms and Conditions, "Confidential Information" means: (a) the existence and terms of each Contract; (b) all technical information, know-how, specifications, drawings, designs, blueprints, reproductions, formulas, notes, instructions, engineering data and analyses, trade secrets and know-how relating to the Products and their manufacture and/or the Services and their performance which are supplied or disclosed by Ai Design to the Buyer or its Affiliates in connection with the Contract ("Technical Information"); (c) all financial information, prices, plans, reports, working papers, computations, information relating to operations, processes, plans, products and other commercial or business data which are supplied or disclosed by Ai Design to the Buyer or its Affiliates in connection with the Contract; (d) any other information designated as confidential by Ai Design; and (e) any materials or information that contain, or are based on, any information referred to in (a) to (d) above, whether prepared by Ai Design, the Buyer or any other person. Confidential Information will not, however, include information that is or becomes generally available to the public other than as a result of a breach of this section.

Confidentiality, Non-Use & Degree of Care:

Unless it has the other party's prior written approval, each party shall: (a) keep all Confidential Information confidential and not disclose Confidential Information to any third party; (b) disclose Confidential Information only to its Representatives who need to know such Confidential Information in order to perform the Contract; (c) not use any Confidential Information other than for the exercise and performance of its rights and obligations under the Contract; (d) use the same degree of care to safeguard Confidential Information that it uses to protect its own confidential information from unauthorized access or disclosure, but in any event not less than reasonable care; and (e) upon request by the other party, promptly return or (at that party's option) destroy the original and all copies of Confidential Information. The party's confidentiality obligations under this section will survive termination or expiry of the Contract and continue for a period of five (5) years thereafter (or in the case of trade secrets disclosed as Confidential Information for so long as the trade secret information remains a secret).

Legally-Compelled Disclosure:

Either party may disclose Confidential Information solely to the extent required by Applicable Law, provided always that that party shall first notify the other party and shall take all steps (and cooperate with the other party taking all steps) as are lawful and practicable to limit such disclosure.

Disclosure by Ai Design :

Notwithstanding any existing confidentiality agreement in place between the parties, unless otherwise agreed in a Written Amendment, Ai Design may disclose all Technical Information supplied or disclosed by the Buyer or its Affiliates in connection with the Contract to Ai Design's or its Affiliates' Sub-Suppliers engaged by it in the performance of the Contract.

Advertising and Trade Mark:

The Buyer shall not, in any manner or at any time, advertise, disclose or publish that it has contracted to purchase any Products or Services from Ai Design, or use any trademarks or trade names of Ai Design without Ai Design's prior written approval, in each case save to the minimum extent required: (a) by Applicable Law; or (b) to exercise and perform its rights and obligations under the Contract. Ai Design may disclose: (a) the fact that it is a supplier to the Buyer; (b) the Vehicles which Products supplied by it are used in where the existence of those Vehicles is in the public domain; and (c) the Products and Services it supplies to the Buyer; to any person, provided that in doing so it shall not communicate anything which may be harmful to the reputation of the Buyer.

No Liability for Viruses:

The Buyer acknowledges that the use and purchase of electronic systems and methods of communication presents a risk of Viruses. Ai Design shall in no circumstances whatsoever have any Liability for any of the following losses suffered by the Buyer (in each case whether such losses are direct or indirect) as a result of any Virus. For the purposes of this section a "Virus" means any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

Termination for Convenience (Other Contracts):

Ai Design may, by notice in writing to the Buyer, immediately terminate all or any part of a Contract at any time and for any reason by giving written notice to the Buyer.

Termination for Breach:

Ai Design may, by notice in writing to the Buyer, immediately terminate all or any part of a Contract in the event that the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so.

Termination for Non-Payment:

Ai Design may, by notice in writing to the Buyer, immediately terminate all or any part of a Contract in the event that the Buyer fails to pay any amount due under the Contract on the due date for payment.



Termination for Ancillary Breach:

Ai Design may, by notice in writing to the Buyer, immediately terminate all or any part of a Contract in the event that the Buyer or any of its Affiliates breaches any other contract with Ai Design or any of its Affiliates (irrespective of whether such other contract is related to a Contract) (an "Ancillary Contract") and Ai Design or its Affiliate terminates that Ancillary Contract for breach in accordance with its terms.

Basis of Termination:

Ai Design's right to terminate all or any part of each Contract is in addition to and without prejudice to any other right of Ai Design to terminate all or any part of that Contract under this section or otherwise and any such termination is without prejudice to any of Ai Design's other rights or remedies.

Force Majeure:

Ai Design shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (where actual or threatened), governmental decrees, controls or acts of authority, states of emergency, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship products or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Ai Design in the conduct of its business.

Assignment:

Buyer shall not assign any order, or any interest therein, without the prior written consent of Ai Design. Any actual or attempted assignment without Ai Design's prior written consent shall entitle Ai Design to cancel such order upon notice to Buyer.

Ai Design may at any time assign, grant any lien, claim or other encumbrance over or deal in any other manner with any or all of its rights and obligations under any Contract. The Buyer shall not assign, transfer, grant any lien, claim or other encumbrance over or deal in any other manner with any or all of its rights and obligations under any Contract without the prior written consent of Ai Design.

No Third-Party Benefit:

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

Severability:

If any portion of these terms and conditions is found to be invalid or unenforceable, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall remain valid and fully enforceable as written.

No Waiver by Ai Design:

No failure or delay by Ai Design to exercise any right or remedy provided under any Contract or by any Applicable Law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise by Ai Design of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. No waiver by Ai Design of any breach of a Contract by the Buyer shall constitute a waiver of any subsequent breach. No course of dealing or course of performance may be used to evidence a waiver or limitation of the Buyer's obligations under a Contract.

Entire Agreement:

The Contract Documents constitute the whole agreement and understanding between the parties with respect to their subject matter, and supersede any previous arrangement, understanding or agreement between them relating to their subject matter, save to the extent expressly incorporated into the Contract. The Buyer acknowledges that, in entering into the Contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the Contract Documents and that any liability of Ai Design in respect of any representations are excluded except as expressly provided in this Agreement. Nothing in this section shall limit or exclude any liability for fraud.

Governing Law:

THE PARTIES AGREE THAT THESE TERMS AND CONDITIONS, WHICH INCORPORATE BY REFERENCE THE APPLICABLE PRODUCTS(S) LIMITED WARRANTY, IF ANY, CONSTITUTE THE ONLY AND ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN AI DESIGN AND YOU FOR ANY PRODUCT(S) OR SERVICE(S) PURCHASED FROM AI DESIGN. FURTHER, EACH OF US AGREE THAT ANY CLAIM, DISPUTE, INTERPRETATION OR CONTROVERSEY ARISING FROM OR RELATING TO, WITHOUT LIMITATION, THESE TERMS AND CONDITIONS, A SPECIFIC PRODUCT(S) LIMITED WARRANTY, THE PRODUCT(S) OR SERVICE(S) YOU PURCHASE, OR OUR ADVERTISING WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICTS OF LAWS RULES.

